

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

ROBERTO ROCA BUIGAS and
KATYA MOLERO RABASSA,

Plaintiffs,

v.

FRANCISCO J. RIVERA-FERNÁNDEZ;
PARITER ADVISORS LLC,

Defendants.

CASE NO: 25cv1178

COMPLAINT

TO THE HONORABLE COURT:

COME NOW Plaintiffs, Roberto Roca Buigas and Katya Molero Rabassa (“Plaintiffs”), by and through their undersigned counsel, and respectfully state and allege as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 (diversity jurisdiction) as the parties are citizens of different states, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

2. Venue is proper in this District under 28 U.S.C. § 1391(b) because the events giving rise to this action occurred within this District and defendants are based and/or domiciled in this District.

II. PARTIES

3. Plaintiffs, Roberto Roca Buigas and Katya Molero Rabassa, are citizens and residents of the State of Florida.

4. Defendant Francisco J. Rivera-Fernández (“Rivera”) is a citizen and resident of the Commonwealth of Puerto Rico.

5. Defendant Pariter Advisor LLC (“Pariter”) is a limited liability company organized under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Guyanabo, Puerto Rico.

III. FACTUAL ALLEGATIONS

6. On March 29, 2022, the Court in the case styled *Roca et al. v. LM Waste Services Corp. et al.*, Case No. 3:19-cv-01044 (MAJ) entered a judgment in favor of Plaintiffs against LM Waste Services Corp. and Rivera in the amount of \$1,771,513.29, plus court costs and accruing interest. See Docket Entries No. 188 and 190.

7. On September 26, 2023, Rivera executed a Unilateral Declaration of Will (“Declaration”) in which he acknowledged his obligations under the judgment and outlined a structured payment plan for the payoff amount of \$2,489,835.40. See **Exhibit 1.**

8. On even date, Rivera, acting as Secretary of Pariter Advisors LLC, issued a Corporate Resolution acknowledging, agree and accepting the terms of the Declaration. See **Exhibit 2**.

9. Defendant Rivera is the sole member and managing member of Defendant Pariter.

10. Defendant Paritter is jointly and severally liable with Rivera under the terms of the Declaration executed on September 26, 2023. See **Exhibit 2**.

11. The Declaration imposed specific obligations on Rivera and Pariter, including:

- a) Making structured payments on scheduled dates;
- b) Executing a Deposit Account Control Agreement (DACA) with Banco Popular de Puerto Rico and Plaintiffs by October 31, 2023;
- c) Maintaining a minimum balance of \$572,458.85 in the designated account before each scheduled payment; and
- d) Ensuring that Pariter Advisors LLC was jointly and severally liable for compliance. Id.

12. The Declaration included a penalty clause stipulating that failure by Rivera or Pariter to comply with the terms of the Declaration would result in an additional liability of \$500,000.00 in favor of Plaintiffs. Id.

13. Rivera and Pariter have breached the terms of the Unilateral Declaration of Will in the following ways:

- a) **Failure to Execute Deposit Account Control Agreement:** Rivera and Pariter failed to execute a Deposit Account Control Agreement with Plaintiffs and Banco Popular de Puerto Rico, as required under ¶8(b) of the Unilateral Declaration of Will.
- b) **Failure to Maintain Minimum Balance:** Rivera and Pariter failed to maintain a minimum balance of \$572,458.85 in Pariter's bank account, as required by ¶8(c) of the Unilateral Declaration of Will.
- c) **Late Payment 1:** Rivera failed to pay Plaintiffs \$572,458.85 on or before April 30, 2024, as mandated by ¶5(c) of the Declaration. Payment was made on May 10, 2024, instead, in violation of the agreed terms.
- d) **Late Payment 2:** Rivera did not pay the installment of \$572,458.85 by the July 30, 2024 deadline, as required under ¶5(d) of the Declaration. Instead, the following incomplete payments were made: \$200,000.00 on July 31, 2024; \$50,000.00 on September 11, 2024; and \$125,000.00 on September 20, 2024.
- e) **Late Payment 3:** Mr. Rivera also failed to make the payment of \$572,458.85 on or before October 31, 2024, as required by the Declaration.

IV. CAUSES OF ACTION

COUNT I – BREACH OF UNILATERAL DECLARATION OF WILL

(Against FRANCISCO J. RIVERA-FERNÁNDEZ)

14. Plaintiffs incorporate by reference paragraphs 1 through 13 as if fully set forth herein.

15. A binding unilateral statement of will is an autonomous, gratuitous, revocable, unaccepted promise or unilateral expression of will, by which the promisor imposes upon him or herself the obligation to give, do, or not do some thing in favor of another with certainty.

16. The promise enables the one in whose favor it was made to demand its fulfillment or to be compensated for the damages suffered as a consequence of his or her reliance on such a declaration.

17. Rivera entered into a valid and binding obligation to the plaintiffs through the Declaration.

18. Plaintiffs demanded Rivera and Pariter to fulfill their obligations under the Declaration on numerous occasions.

19. Rivera materially breached the terms of the Declaration by failing to make timely payments, failing to execute the DACA, and failing to maintain required funds.

20. As a direct result, Rivera is liable to Plaintiffs for the \$500,000.00 penalty under the Unilateral Declaration of Will.

COUNT II – BREACH OF UNILATERAL DECLARATION OF WILL
(Against PARITER ADVISORS LLC)

21. Plaintiffs incorporate by reference paragraphs 1 through 13 as if fully set forth herein.

22. Pariter Advisors LLC is jointly and severally liable for all obligations under the Declaration.

23. Pariter materially breached the terms of the Declaration by failing to execute the DACA, failing to maintain the required funds, and failing to ensure payment of the scheduled amounts.

24. As a direct result, Plaintiffs have suffered damages, including the unpaid balance of \$667,376.55, accrued interest, and the \$500,000.00 penalty.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court::

- A. Enter judgment in favor of Plaintiffs and against Defendants Rivera and Pariter, jointly and severally, in the amount of \$500,000.00 as stipulated in the Declaration;
- B. Enter judgment against Defendant Pariter for all remaining amounts owed under the Declaration, separate from the judgment enforcement proceedings against Rivera;
- C. Accrued legal interest until full payment is made;
- D. Attorney's fees and court costs; and
- E. Any other relief the Court deems just and proper.

Respectfully submitted, in San Juan, Puerto Rico this 25th day of March 2025.

s/ Alberto J. Castañer-Padró

Alberto J. Castañer-Padró

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